



Rules and Regulations

1. A 1.5% service charge per month will be assessed on all past due balances.
2. All dock and storage space rent shall be payable in advance. No slip may be occupied until after the contract amount is paid in full.
3. **Tenants will assume full responsibility for the actions and conduct of your family, friends, guests and pets while on or about the Michigan Harbor Properties, LLC premises.**
4. All Tenants/guests will at all times comply with all applicable local, county, state and federal laws and regulations and will observe all rules and regulations which the Harbor may periodically post on its property as well as those listed on their contract and included in this list.
5. There shall be NO REFUNDS. In the event that the Tenant elects not to store its boat with Landlord, Landlord shall be entitled to retain all amounts paid by Tenant hereunder as liquidated damages. Landlord & Tenant acknowledge & agree that Landlord's actual damages in such event would be difficult or impossible to ascertain, & that monies paid by Tenant under this agreement shall constitute a reasonable estimate of such damages and not a penalty against the Tenant. This agreement is not transferable to any other person or for the storage of any other boat than herein stated.
6. All Tenants are asked to park in their designated parking areas only. There is only **ONE parking space per well**. Guests must park in designated guest parking areas only.
7. The speed limit within the Harbor premises is **5 MPH**. Please help us enforce this rule.
8. You will not, yourself, nor allow your children or guests who do not have a valid Michigan driver's license, to operate any motorized vehicle of any kind on any land area of the marina.
9. **INSURANCE-** Tenant agrees to have their boat covered by a full marine insurance package (hull coverage as well as indemnity & liability coverage). **Tenant is responsible for supplying the marina office with a current copy of insurance annually.** It is a requirement that Michigan Harbor Properties LLC is listed on Tenant's insurance policy as "**Additional Insured**". Tenant agrees to release and discharge Landlord from any and all responsibility or liability for injury (including death), or loss or damage to person or property in connection with Landlord's docking facility or marina. This release and discharge shall cover without limitation any loss damage resulting Landlord's employees parking or hauling of Tenant's boat, vandalism, theft, fire, hail, storm, high/low water, wind, collision, ice, rain, or any other act of God, outside labor or the acts of independent contractors.
10. Please keep your boat well area free of all hazards. This includes all flammable materials. (This complies with State and Federal Safety Regulations.) Specifically, there shall be **no open fires** or unattended sources of heat such as barbecues on the dock. The use of charcoal grills and firepits are not permitted in the marina.
11. Gasoline may not be placed or stored in the boat, the well or dock except for that contained in the boat's gasoline tank(s). No boat will be fueled directly from a truck while stored or moored at Michigan Harbor Properties, LLC. **No fuel cans may be carried onto the property or used to fuel any vessel.** Failure to comply may result in a fine from local authorities.
12. The Harbor Quiet Hours are from 11pm to 8am. Please respect your neighbors' right to peace and quiet.
13. For everyone's health, safety & comfort, all **dogs must be kept on a leash** when not on your boat. You must clean up after your pet(s) at all times. Help us remind neighbors of this so everyone may continue to keep this "privilege".
14. If Tenant violates any of the terms or conditions of the Boat Space Rental Agreement and/or the Rules and Regulations of the Michigan Harbor Properties, LLC, Landlord may, upon ten (10) days written notice, terminate this agreement. Tenant shall remove their boat from the premises of Michigan Harbor Properties, LLC prior to the end of the ten (10) day time period. **THERE SHALL BE NO REBATE OF THE WELL FEE AT TERMINATION FOR ANY UNUSED PORTION.**

15. If Tenant fails to remove in timely manner their boat and equipment from the rented dock or storage space at the termination of this Agreement, Landlord shall have the option of:
 - A. Charging Tenant daily rent on a pro rata basis for the dock or storage occupied; or
 - B. Taking possession of the boat and equipment and locking it to the space occupied; or
 - C. Moving the boat and equipment to another location; or
 - D. Pursuing any other remedy available under law.
16. Please do not park on grass, fire lane areas, or designated handicap areas. You may be subject to towing.
17. Do not store, park, dock, or place any boats, motorcycles, trailers, golf carts, bicycles or cars in the Marina yard or storage facility, other than current vehicle(s) used for transportation to and from Michigan Harbor Properties, LLC. Landlord will not be responsible for any personal property left on Harbor premises. All golf carts, bikes, etc. must be parked in assigned parking area only.
18. The washing of autos or trucks within the Harbor premises is NOT PERMITTED.
19. There will be no electrical appliances such as refrigerators, freezers or lamps placed in front of wells.
20. No swimming, diving or fishing will be permitted within the Marina's premises.
21. Please do not operate your boat more than 5 mph inside the marina. The entire Harbor is a no wake zone. Do not operate your boat, dinghy or inflatable in such a manner as to cause a wake or disturb your neighbors.
22. Do not empty portable toilets in the restrooms or sewer drains. You will be asked to remove your boat from the marina if you do.
23. Help keep our restrooms and showers neat and clean. You and your guests are expected to leave showers, toilets and sinks as clean as you would like to find them yourself. Report any abuses of these facilities to the Harbor Office.
24. Please place all trash or garbage in a plastic bag and dispose of bag in one of the dumpsters. Do not put motor oil in dumpsters. You must dispose of used oil yourself immediately. Do not bring garbage from your home or another location to the marina and/or place it into our dumpsters.
25. BOAT SERVICE/ REPAIRS: Please only work on or service boats between the hours of 8am and 4pm.
 - Outside labor or service will only be permitted if your dealer or contractor furnishes the marina with a certificate of insurance showing that he has at least a \$1,000,000.00 per occurrence limit and a \$2,000,000 policy aggregate from a Michigan licensed insurer. They must have your written authorization to work on your boat and must register at the marina office before approaching your vessel. If you have a friend or relative help you work on your boat, they must be registered as guests and you must be present while they are working.
 - Do not perform any extensive repairs to your boat without prior consent from management. Do not perform any maintenance to vehicles other than said boat, on a current contract agreement with Michigan Harbor Properties, LLC.
 - When working on your own boat, you must protect all other boats stored or located on the premises from any damage resulting from work being performed in, on or around their boat.
 - We are required by law to comply with EPA rules, therefore, when sanding or painting the bottom of a boat, you must tarp from your rub rail to the ground. You must also tarp the ground to catch any debris or paint. Dustless sanders must be used. NO EXCEPTIONS! If you choose not to abide by this policy, you will be charged for any and all damages that result from your actions as well as any clean up that is required and will not be launched until said charges are paid in full.
26. Tenant agrees not to hold Landlord liable for any loss caused by and delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond control of Landlord. Tenant also agrees to hold Landlord harmless for any cosmetic damage caused to Tenant's boat as a result of power washing or use of the boat hoist.
27. Landlord may be required for insurance purposes to disconnect batteries on boats stored on the premises. Landlord is not responsible for any damage which may result to Tenant's battery or boat as a result of such disconnection. Tenant is responsible for checking their boat after haul out.
28. There is no smoking in any buildings.
29. Living aboard your boat for more than one week at a time will require written permission from the marina office and an extra charge will be assessed.
30. SAILBOATS: Halyards must be tied in such a manner as to prevent clanging. Sailboats will not be operated under sail within the Marina.

31. All boats shall be tied up in your well in a manner acceptable to the Marina or the Marina staff will adequately tie up the boat and assess a service fee.
32. Only one boat will be allowed in a well at one time. Only the boat that has been registered with the Harbor is permitted in your well.
33. A dinghy or inflatable must be of the size to be easily stored on the primary boat in the well or must be kept in the rear of the boat well. If kept in the rear of the boat well, it may not exceed past the poles or dock of the well.
34. Do not post "For Sale" signs on your boat.
35. All repairs or modifications of electrical wiring may only be done by Michigan Harbor Properties, LLC or its appointed agent.
36. No hooks will be fastened to the forward part of the dock. These hooks are used to hold docklines in place while the boat well is unoccupied. (This complies with insurance regulations.)
37. There will be no free-standing structures attached to the dock or to the ground for purposes of covering the boat or any other reason.
38. Nothing shall be nailed, welded or otherwise attached to the docks or pilings.
39. There will be no discharge of fireworks anywhere on the Michigan Harbor Properties, LLC premises. This will result in immediate eviction. *No exceptions.*
40. The entrance of the Harbor is equipped with a security gate which requires a key card for entry. The Owner shall receive 1 card included with well and will be required to pay a \$25.00 deposit for any additional cards when issued, which amount shall be refunded upon termination and/or expiration of the Lease, and surrendering of the card. In the event that the key card is lost or damaged, the Owner will not receive deposit back and will be required to pay another deposit fee to acquire a new card.
41. Consumption of alcoholic beverages or open containers of alcoholic beverages are not permitted at the Michigan Harbor Properties, LLC fuel dock or its surroundings at any time. This includes on the dock, in the building or around the premises.
42. It is expressly understood that there shall be absolutely NO commercial / business operations, including rentals, leases, charter, or other for-money usage of Tenant's vessels or properties owned by Michigan Harbor Properties, LLC, unless specifically authorized by Michigan Harbor Properties, LLC, in writing and signed by Management. This prohibition includes, but is not limited to, leases and/or rentals of any nature whatsoever of vessels from Tenant to 3d parties, charter, and the like operations, so called "party" boats or usage of Tenants vessels by outside 3d parties individuals or businesses in exchange for money or other type value exchanges. Tenant specifically recognizes and agrees that any violations of Rule subjects Tenant to immediate removal of Tenant's vessel from the premises, eviction from and termination of any lease agreements with Michigan Harbor Properties, LLC, and a forfeiture of all monies paid to Michigan Harbor Properties, LLC, for said tenancy.
43. Tenant agrees that in the event Michigan Harbor Properties, LLC, at its sole discretion, decides to institute legal proceedings against Tenant for a violation of any of the above Rules, that Tenant shall be liable and agrees to pay for all reasonable legal fees and costs incurred by Michigan Harbor Properties, LLC.

In the event that any owner or agent fails to comply with Michigan Harbor Properties, LLC Rules and Regulations, or any family member, relative, friend, invitee, representative, guest or anyone else that an owner agent or any of the other people listed herein may invite onto Michigan Harbor Properties, LLC property breaches these Rules and Regulations, Michigan Harbor Properties, LLC shall have the right to terminate any and all agreements that it then has with the owner/agent. Michigan Harbor Properties, LLC shall be entitled to retain all monies paid to it by the owner/agent to cover the rental to the date of termination; the lost rental, if Michigan Harbor Properties, LLC is unable to rent the space; and, even if the space is re-rented, liquidated damages caused by the breach of these Rules and Regulations and the Agreement referred to herein.

THESE RULES AND REGULATIONS FORM A PART OF YOUR DOCKAGE CONTRACT AND ARE PROVIDED FOR IN YOUR CONTRACT. THEY ARE NOT INTENDED TO REPLACE ANY CONDITIONS IN THE CONTRACT.